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IN THE
Supreme Court of the United States
OCTOBER TERM, 1958

No. 269

MARION S. FELTER, on behalf of himself and others
similarly situated, *Petitioner*,

v.

SOUTHERN PACIFIC COMPANY, ET AL., *Respondents*.

On Writ of Certiorari to the United States Court of Appeals
for the Ninth Circuit

SUPPLEMENTAL BRIEF FOR PETITIONER

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This Supplemental Brief is filed pursuant to Rule 41(5) of this Court to direct attention to the recent decision in *Brotherhood of Locomotive Firemen and Enginemen v. Northern Pacific Railway Company* (D.C. Minn.), 169 F. Supp. 411, reported March 16, 1959, after the filing of petitioner's Reply Brief.

The District Court holds in the case cited herein that a dues deduction agreement cannot authorize deduction of dues from wages after termination of membership in the labor organization to which the assignment authorization had been made by the employee. The decision further holds that an employee who terminates his membership in the union is entitled to immediate revocation of his dues assignment, even though less than a year has elapsed since it was made.

The opinion points out that changes in union membership is a common practice among railroad operating employees, and that any other interpretation of the Railway Labor Act would nullify the provisions of Section 2 Eleventh (c) thereof, which provides that neither the Act nor any dues deduction agreement shall prevent an employee from changing his union membership, and, further, that no agreement shall provide for deductions payable to any labor organization of which the employee is not a member.

Dated, Washington, D. C.
March 23, 1959

Respectfully submitted,

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